



CITY OF MANCHESTER
Department of Highways
227 Maple Street, Manchester NH 03103
(603) 624-6444

INVITATION TO BID

Sealed bids will be received at the Department of Highways, 227 Maple Street, Manchester, New Hampshire, before or at **1:30pm** prevailing time of the **8th day of April, 2009** for the following items:

ASPHALT PRODUCTS FY09 – 500 - 93

Bid Invitations and specifications will be available at the Department of Highways, 227 Maple Street, Manchester NH or online at:

<http://www.manchesternh.gov/website/Departments/Purchasing/BidOpportunitiesandResults/tabid/952/Default.aspx>

Questions regarding this request should be directed to Mrs. Mindy Salomone-Abood, Purchasing Agent at (603) 624-6444, ext. 320.

The Public Works Director reserves the right to waive any irregularities, reject any or all bids, and to accept the bid that appears to be in the best interest of the City. Failure to submit all information called for may be sufficient for disqualification.

Kevin A. Sheppard, P.E.
Public Works Director

GENERAL:

1. Bids will be received by the City of Manchester, New Hampshire at the place and until the time specified in the Invitation to Bid and then publicly read aloud for the information of Bidders and others properly interested who may be present either in person or by representative. **NO BIDS WILL BE ACCEPTED AFTER TIME AND DATE SPECIFIED.**
2. The following meanings are attached to the defined works when used in this document:
 - a. The word "**City**" means City of Manchester, New Hampshire
 - b. The word "**Bidder**" means the person, firm, or corporation submitting a bid on these specifications or any part thereof.
 - c. The word "**Contractor**" means the person, firm, or corporation with whom the Contract is being made by carrying out the provisions of this Sealed Bid Invitation and the Contract.
 - d. The words "**firm price**" shall mean a guarantee against price increase during the life of the Contract.
3. Strict compliance with the requirements of the Invitation to Bid, terms and conditions, and the instructions printed is necessary. All designations and prices shall be fully and clearly set forth. All blank spaces must be filled in. For the convenience of Bidders, additional Bid Invitation packages are available at no cost and on demand at the City of Manchester, Department of Highways, 227 Maple Street, Manchester, NH 03103.
4. Each bid must give the full business address of Bidder and be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and title of the person signing. Bids by corporations must be signed with the legal name of the corporation, followed by the state of incorporation and by the signature and title of president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature. A bid by a person who affixes to his signature the word "president", "secretary", "agent", or other title without disclosing his principal may be held to be the bid of the individual signing. When requested by the City, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished.

5. Bids must be securely sealed in a suitable envelope, addressed and marked on the outside as follows:

ASPHALT, FY09-500-93, 4/8/2009

***PLEASE NOTE: THE CITY OF MANCHESTER IS NOT RESPONSIBLE FOR
BIDS NOT PROPERLY MARKED.***

6. No oral interpretations will be made to any Bidder as to the meaning of the specifications or terms and conditions of this sealed Bid Invitation. Every request for such interpretation or request for a change in the specifications or terms and conditions shall be made in writing, addressed and forwarded to:

**City of Manchester
Department of Highways
227 Maple Street
Manchester, NH 03103
Attn.: Mrs. Mindy Salomone-Abood, Purchasing Agent**

five (5) or more working days before the date fixed for the opening of bids. Every interpretation made to a Bidder will be in the form of an addendum to the Sealed Bid Invitation which, if issued, will be sent as promptly as practicable to all persons to whom the Sealed Bid Invitations have been issued. All such addenda shall become a part of the Sealed Bid Invitation.

7. Bids that are incomplete, not properly endorsed or signed, or otherwise contrary to these instructions may be rejected as informal by the City. The Bid must be filled out completely and accurately. Please explain in detail any exceptions or deviations taken on this bid. Separate pages may be used if required.
8. Conditional bids will not be accepted.
9. Alternative bids will not be accepted.
10. As the City is exempt from the payment of federal excise taxes, all prices quoted herein are not to include these taxes.
11. All prices and delivery times quoted must be firm, FOB destination, City of Manchester, New Hampshire, unless otherwise indicated by the City. **TIME IS OF THE ESSENCE.**
12. Proposals must be submitted on the Bid Schedule hereinafter provided. Prices shall be stated in units of quantities specified. In case of discrepancy in computing the amount of the bid, the unit prices quoted will govern. Any changes and/or corrections shall be marked in red and initialed by the person making such corrections. Signatures of the responsible owner of the firm must be in ink.

13. It is understood and agreed that should any price reductions occur between the opening of this bid and the delivery, the benefit of any such reductions will be extended to the City.
14. Unless otherwise stated by the Bidder, the proposal will be considered as being in strict accordance with the specifications outlined in this Sealed Bid Invitation. References to a particular trade name, manufacturer's catalogue, or model number, are made for descriptive purposes to guide the Bidder in interpreting the requirements of the City. They should not be construed as excluding proposals on other types of materials, equipment and supplies. However, the Bidder, if awarded a Contract, will be required to furnish the particular item referred to in the specifications or descriptions unless a departure or substitution is clearly noted and described in the proposal.
15. It is understood and agreed that in the event of failure on the part of the Bidder to indicate date of delivery and/or completion, delivery and/or completion will be made within **20** days from date of notification. Should the successful Bidder fail to make delivery or complete the contract within time specified, the City reserves the right to make the purchases at the open market and charge any excess over Contract price to the account of the successful Bidder, who shall pay the same.
16. The City reserves the right to postpone the delivery date to allow for any change in operating conditions or for any other cause not now foreseen. In the event the City elects to exercise this right, all prices quoted pursuant to this Sealed Bid Invitation will remain firm, and the City shall incur no additional obligation to the Contractor on account of any delay of delivery date ordered by the City.
17. It is agreed that deliveries and/or completion are subject to strikes, lockouts, accidents, and acts of God.
18. The Bidder must certify that no official or employee of the City or State of New Hampshire, has a pecuniary interest in the proposal or in the Contract that the Bidder offers to execute or in the expected profits to arise there from, and that this bid is made in good faith without fraud or collusion or connection with any other person submitting a proposal.
19. Bids may be withdrawn upon written or electronic request received from Bidders prior to the time affixed for opening. Negligence on the part of the Bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

20. The City reserves the right to waive any informality in bids, to reject any and all bids wholly or in part, and to make awards in a manner deemed in the best interest of the City.
21. Awards will be made to the "lowest responsible bidder" quoting the lowest net price in accordance with specifications. In determining the "lowest responsible bidder", the following shall be considered:
 - a. The ability, capacity, and skill of the Bidder to perform the Contract or provide the service required;
 - b. Whether the Bidder can perform the Contract or provide the service promptly or within the time specified, without delay or interference;
 - c. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder;
 - d. The quality of performance of previous contracts or services;
 - e. The previous and existing compliance by the Bidder with laws and ordinances relating to the Contract or service;
 - f. The sufficiency of the financial resources and ability of the Bidder to perform the Contract or provide the service;
 - g. The quality, availability, and adaptability of supplies or contractual services to the particular use required;
 - h. The ability of the Bidder to provide future maintenance and services for the use of the subject of the Contract;
 - i. The number of scope of conditions attached to this bid.
22. Multi-term contracts shall contain provisions for cancellation by the City in the event funds are not appropriated for the continuance of the Contract.
23. The City reserves the right to make awards on this proposal by item or to accept all or part of the proposal or prices quoted. In addition, the City reserves the right to award materials on the basis of the lowest total cost of the bid item to the City, including the City's cost of transportation to and from the source.

In cases where two or more Bidders have the same net bid, the City may give preference to firms located within the City.

Award of materials to be picked up by the City will be made based on the lowest total of the net price per ton of the bid plus a transportation allowance of \$0.50 per mile, multiplied by the round trip distance of the shortest route from the pit to the Highway Department Yard at 227 Maple Street, Manchester, New Hampshire i.e.:

$$\text{Net Price per Ton} + (0.50 \text{ per mile} \times \text{Round Trip Mileage}) = \text{Total Cost to the City.}$$

24. The Contract Agreement will be in the form customarily employed by the City and will incorporate the Invitation to Bid and terms & conditions of this Sealed Bid Invitation. A copy of the Contract Agreement is attached hereto.
25. The Bidder, if awarded an order or contract, agrees to protect, defend and hold the City harmless against any demand for the use of any patented material, process, article or device that may enter into the manufacture, construction or form a part of the work covered by either order or contract.
26. The Bidder, if awarded an order or contract, agrees to defend, indemnify, and hold harmless the City from all damages to life and property arising out of the performance of this Contract due to the Bidder's negligence, that of his employees, subcontractors, etc., or due to the negligence of the City, its employees, representatives, agents, etc.
27. The Revised Statutes Annotated of the State of New Hampshire, the Charter of the City, and all City Ordinances insofar as they apply to the laws of competitive bidding, contracts and purchases are made a part hereof.

GUARANTEES:

28. The Bidder to whom a contract is awarded guarantees to the City that all items furnished under this contract shall be free of defects in design, materials and workmanship and for a period of one (1) year after final inspection and acceptance shall replace promptly any defective equipment, materials and/or workmanship required without additional cost to the City.
29. The Bidder to whom a contract is awarded guarantees to the City that all warrants of merchantability and fitness for a particular purpose as provided for in New Hampshire 382A-2-314 and 2-314 shall remain in force and will not be disclaimed.

METHOD OF PAYMENT:

30. Delivery and Acceptance: Upon delivery and acceptance of the product by the department to which it is assigned, the Contractor shall secure the signature of an authorized representative on an original delivery slip and shall provide two (2) copies of an invoice or bill of sale.
31. Payments: Payments shall be made within 15-45 days of delivery and acceptance of contracted item(s) or upon receipt of a verified claim for payment, whichever is later. The claim for payment consists of the original delivery slip and two (2) copies of the invoice/bill of sale executed as provided for in paragraph above.
32. The City reserves the right to divert delivery from one location to another, and to allow for any change in operation conditions or for any other cause not now foreseen and to proportion deliveries according to available storage facilities.
33. The Bidder, if awarded an order or contract, agrees to provide to the City proof of Federal Identification Number (IRS Code Section 6723). Acceptable forms of documentation are a copy of a federal tax depository ticket, copy of IRS label showing name and Federal ID Number, IRS letter of taxpayer Identification Number assigned, other correspondence from the IRS with both individual/business name and Federal Identification or stationery/bills with Federal ID Number (and firm name and address) **PREPRINTED** on it. Any impertinent information may be blackened out before sending to the City. Copies of tax returns must show taxpayer section and signature.
34. Any vendor who receives an order or orders resulting from this invitation agrees to submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance pursuant to RSA 277-A when deliveries are made. The vendor agrees to deliver all containers properly labeled pursuant to RSA 277-A. Failure to submit an MSDS and/or label on each container will place the vendor in noncompliance with the purchase order. Failure to submit MSDS and/or labels on each container may result in civil or criminal penalties, including bid debarment and action to prevent the vendors furnishing substances or mixtures. Vendors are cautioned to obtain and read the law referenced above.

FAILURE TO COMPLY WITH THESE REQUIREMENTS COULD RESULT IN THE CANCELLATION OF AN ORDER OR CONTRACT

SPECIFICATIONS:

Please see attached.

CONTRACT

City of Manchester
Department of Highways
227 Maple Street
Manchester, New Hampshire 03103

Agreement made _____, 20____, between the City of Manchester, a
municipal corporation of the State of New Hampshire, herein referred to as "City", and
_____ of _____, City of
_____, County of _____, State of
_____, herein referred to as "Contractor".

For the considerations set forth herein, the parties agree as follows:

1. _____, being the lowest responsible Bidder, shall provide to the City the following supplies, materials, equipment and services:

Such supplies, materials, equipment, and services shall be provided in accordance with the bid made by _____ pursuant to the Invitation to Bid and Terms & Conditions contained in Sealed Bid Invitation _____, which is hereby incorporated by reference and made a part hereof as if set forth herein in full.

2. The City shall pay _____, the price and amount set out in Contractor's bid on delivery to and acceptance by City of the supplies, materials, equipment, and services herein described, and on filing by _____ and approval by the City of a verified claim for the amount due.
3. The agreement shall be inoperative during such period of time as delivery or acceptance may be rendered impossible by reason of fire, strike, act of God, government regulation or other cause beyond the control of either party.
4. This agreement shall be binding on the assigns and successors of the parties.

IN WITNESS WHEREOF, the parties have executed this agreement at 227 Maple Street, Manchester, New Hampshire on the day and year first above written.

ACKNOWLEDGED BY:

CITY OF MANCHESTER:

SPECIFICATIONS

The City of Manchester, New Hampshire is hereby requesting firm pricing for asphalt products.

Products shall conform to the requirements set forth in the: Standard Specifications for Road, Drain and Sewer Construction of the City of Manchester Department of Highways. Standard specifications are available at no cost at the following website:

http://www.manchesternh.gov/website/Portals/2/Departments/public_works/highway/City%20of%20Manchester%20Standard%20Specs%202004.pdf

Specifications may also be obtained at the Department of Highways for twenty-five (\$25.00) dollars cash or check, non-reimbursable. The check shall be made payable to: Department of Highways, City of Manchester NH.

Pricing/Invoicing:

All prices quoted shall be on a per ton basis.

Please see the "Special Provision" section for the monthly price adjustment.

Termination:

The City reserves the right to terminate the contract entered into as a result of this bid if the goods or services are at any time deemed to be unsatisfactory.

Contract Length:

The operative period of this contract shall be one year from the date of contract award. The City reserves the right to extend the contract for five (5) additional one (1) year periods under the same terms, conditions and pricing structure as indicated herein.

Bid prices shall remain firm for the duration of the contract with exception to the "Special Provision".

The City reserves the right to terminate contract at any time.

Commitment:

The City of Manchester will guarantee a purchase of at least 10,000 tons of combined material. Any tonnage that exceeds that commitment will still be firmly based on the pricing structure herein stated.

Bid Results:

After award has been made, bid results may be viewed on our website at:

<http://www.manchesternh.gov/website/Departments/Purchasing/BidOpportunitiesandResults/tabid/952/Default.aspx>

or by email request to: purchasing@manchesternh.gov.

SPECIAL PROVISION

The City of Manchester adjustment pricing will be based upon the New Hampshire Department of Transportation's Asphalt Cement Adjustment Policy with a few exceptions.

The Price adjustment will be based on the variance in price for the liquid asphalt component only from the Base Price to the Monthly Price. It shall not include transportation, fuel or other charges. This Price Adjustment will occur on a monthly basis. The Price adjustment will take effect when the monthly price for asphalt cement as furnished by the New Hampshire Department of Transportation Bureau of Materials and Research differs from the base price contained in the proposal by more than ten (10) percent of the base price.

The City of Manchester pricing will be based on a per ton basis only.

Base Price of asphalt cement for this contract is: \$552.50 per ton.

(Asphalt Cement posted base price on March 16, 2009 by the NHDOT Bureau of Materials and Research).

The basis for the approved job mix formula will be uniformly set at .055 for all hot mix products.

Monthly Price: The asphalt cement price will be furnished by the NHDOT Bureau of Materials and Research on the first business day following the 14th calendar day of each month.

The successful bidder will be responsible to electronically notify the City of Manchester Purchasing Division prior to the 25th of the current month what the new pricing including the adjustment will be for the 26th of the current month until the 25th of the following month.

The price adjustment, upwards or downwards, will be reflected and included in the pricing of the products that are picked up and/or delivered on the 26th of the month that the new price is published by the NHDOT and continue until the 25th of the following month.

The price adjustment will be made using the following calculation...

Calculations:

When the monthly price is more than 110% of the base price, a contract adjustment will be made using the following calculation

$$[\text{Monthly price less 110\% of base price}] \times (5\frac{1}{2} \text{ percent } [\text{tons of pavement used}]).$$

When the monthly price is less than 90% of the base price, a contract adjustment will be made using the following calculation

$$[\text{Monthly price less 90\% of base price}] \times (5\frac{1}{2} \text{ percent } [\text{tons of pavement used}]).$$

BID SCHEDULE

PROPOSAL FOR: **ASPHALT PRODUCTS (FY09 – 500 – 93)**

DATE & TIME: **WEDNESDAY APRIL 8, 2009 at 1:30PM**

The undersigned, as Bidder, hereby declares that before preparing this bid, he/she carefully read the specifications and hereby agrees that if the proposal is accepted he/she will contract with the City in accordance with the specifications, terms, and conditions as spelled out in this Sealed Bid Invitation.

PIT LOCATION
(address)

| | | |
|--|-----------------|-------|
| ½" WEARING COURSE OF ASPHALT CONCRETE | \$ _____ ton | _____ |
| ½" BASE COURSE OF ASPHALT CONCRETE | \$ _____ ton | _____ |
| 3/8" WEARING COURSE OF ASPHALT CONCRETE | \$ _____ ton | _____ |
| ¾" BINDER COURSE OF ASPHALT CONCRETE | \$ _____ ton | _____ |
| ASPHALT CURB MIX WITH FIBERS | \$ _____ ton | _____ |
| EMULSION | \$ _____ gallon | _____ |
| DELIVERY QUOTE | \$ _____ ton | |

Asphalt FY09-500-93

Authorized signature & title of Bidder

Print or type name & title of Bidder

Company Name (Corporation/general partnership organized & existing under the laws of the State of _____)

Address

City, State, Zip

REQUIRED

Date Quotation Made: _____ Email Address: _____

Phone #: _____ Fax #: _____

Vendors will be notified via email only – if no email is provided it will be the bidders' responsibility to check the website for the City of Manchester Purchasing Division for results.